

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

Cohen
PL-T

FILE: B-222600

DATE: June 2, 1986

MATTER OF: Window Systems Engineering

DIGEST:

1. A protester has no standing to claim an error in a competitor's quotation, since it is solely the responsibility of the contracting parties to assert rights and bring forth the necessary evidence to resolve mistake questions.
2. Allegation that the low quotation is too low does not provide a valid basis on which to challenge a contract award. Such a protest questions the offeror's responsibility, which the General Accounting Office does not review except in limited circumstances not present here.
3. General Accounting Office will not consider protester's contention that the contracting agency will not insure that the awardee meets its obligations under the contract.

Window Systems Engineering (WSE) protests award to any other offeror under solicitation No. N62467-86-Q-7819 issued by the Department of the Navy to replace windows at the Naval Air Station in Corpus Christi, Texas. WSE complains that the quotation submitted by the low offeror, which the Navy apparently intends to accept, is less than that firm's cost to replace the windows. For that reason, WSE protests that the low quotation either is mistaken or does not reflect a price at which the low offeror will be able to do the work. WSE also suggests that the Navy will not hold the contractor to strict conformance with the specifications.

We dismiss the protest without obtaining an agency report, pursuant to our Bid Protest Regulations, 4 C.F.R. § 21.3(f) (1985), as it is clear on its face that the protest is without merit.

We will not consider WSE's argument that the low quotation may be mistaken. It is solely the responsibility of the contracting parties--the government and the low

035565 - 130005

B-222600

offeror--to assert rights and bring forth the necessary evidence to resolve mistake questions. A protester has no standing to claim an error in a competitor's offer. J.D. Bertolini Industries, Ltd., B-219791, Aug. 19, 1985, 85-2 C.P.D. ¶ 193.

As to whether the low offer otherwise is too low, there is nothing legally objectionable in the submission and acceptance of a below-cost offer. Wall Colmonoy Corp., B-217361, Jan. 8, 1985, 85-1 C.P.D. ¶ 27. A firm's ability to perform the contract at the offered price is a matter of responsibility for the contracting agency to determine before award. This Office does not review an affirmative determination of responsibility absent a showing of possible fraud or bad faith by government officials or that definitive responsibility criteria have not been met. Environmental Aseptic Services Administration, B-218239, Mar. 5, 1985, 85-1 C.P.D. ¶ 276. Neither exception is alleged here.

Further, we will not assume that the Navy will not insure that the awardee meets its obligations under the contract. In any case, our Office does not review matters of contract administration as part of our bid protest function. 4 C.F.R. § 21.3(f)(1).

WSE requests a conference on the protest. It is clear from the above, however, that a conference would serve no useful purpose. See K & P Inc., B-219608, Aug. 1, 1985, 85-2 C.P.D. ¶ 121.

The protest is dismissed.



Robert M. Strong
Deputy Associate General Counsel